

DEPARTMENT OF TRANSPORTATION**DES-OE MS #43****1727 30TH Street, 2ND Floor
Sacramento, CA 95816****** WARNING ** WARNING ** WARNING ** WARNING ******This document is intended for informational purposes only.**

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April 2, 2003

04-SF-80-13.2/13.9

04-0120F4

ACBRIM-080-1(095)N

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SAN FRANCISCO COUNTY FROM 0.6 KM TO 1.3 KM EAST OF THE YERBA BUENA TUNNEL EAST PORTAL.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on June 3, 2003.

This addendum is being issued to revise the Notice to Contractors and Special Provisions and the Proposal and Contract.

In the Special Provisions, Section 2-1.04, "ESCROW OF BID DOCUMENTATION," the first sentence of the eleventh paragraph is revised as follows:

"The first, second, and third apparent low bidders shall present the bid documentation for escrow at the District 04 Office, 111 Grand Avenue, Oakland, California, (510) 286-5209, on the first Tuesday between 1:00 p.m. and 2:00 p.m., following the time indicated in the "Notice to Contractors" for the opening of bids."

In the Special Provisions, Section 2-1.07, "SUBMITTALS WITH BID," is added as attached.

In the Special Provisions, Section 2-1.08, "SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE UTILIZATION AND REPORTING," is added as attached.

In the Special Provisions, Section 3, "AWARD AND EXECUTION OF CONTRACT," is revised as attached.

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," is revised as attached.

In the Special Provisions, Section 5-1.20, "AREAS FOR CONTRACTOR'S USE," is revised as attached.

In the Special Provisions, Section 5-1.27, "PAYMENTS," is revised as attached.

In the Special Provisions, Section 10-1.16, "WORKING DRAWING SUBMITTAL SCHEDULE," is revised as attached.

In the Special Provisions, Section 10-1.36, "TEMPORARY TOWERS," Subsection "WORKING DRAWINGS," the table of the first paragraph is revised as follows:

Location	Review Time
AE and AW	30 Working Days
BE and BW	30 Working Days
CE and CW	30 Working Days
DE and DW	30 Working Days
EE and EW	30 Working Days
FE and FW	30 Working Days
GE and GW	30 Working Days
HE and HW	30 Working Days

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In the Special Provisions, Section 10-1.36, "TEMPORARY TOWERS," Subsection "TEMPORARY TOWER DESIGN," Subsection "Temporary Tower Foundations – Driving System Submittal," the fifth paragraph is revised as follows:

"The Contractor shall use the driving system and installation methods described in the approved driving system submittal for each temporary tower location. Any change in hammers from those submitted and approved by the Engineer shall also meet the requirements for driving system submittals. Revised and new driving system submittals shall be approved by the Engineer prior to using corresponding driving systems on temporary tower piling. The Contractor shall allow the Engineer 10 working days to review each revised and each new driving system submittal after a complete set has been received, as determined by the Engineer."

In the Special Provisions, Section 10-1.37, "PRESTRESSING CONCRETE," Subsection "WORKING DRAWINGS," the last two paragraphs are revised as follows:

"After complete working drawings and supplement are submitted to the Engineer, the Contractor shall allow the Engineer 30 working days to review and approve the working drawings and supplement. No stressing operation shall be performed without the Engineer's approval of the working drawings and supplement.

After a submittal has been approved, if the Contractor submits a revised prestressing working drawing submittal, the Contractor shall allow the Engineer additional 5 working days to review the revised submittal."

In the Special Provisions, Section 10-1.38, "HIGH STRENGTH PRESTRESSING ROD (75 MM)," Subsection "WORKING DRAWINGS," the last paragraph is revised as follows:

"After complete working drawings and supplement are received by the Engineer, the Contractor shall allow the Engineer 15 working days to review the submittal. No manufacture of the prestressing rods shall begin until complete working drawings and supplement are reviewed and approved, in writing, by the Engineer."

In the Special Provisions, Section 10-1.40, "CONCRETE STRUCTURES," Subsection "FALSEWORK," the table of the second paragraph is revised as follows:

Structure or Portion of Structure	Total Review Time – Working days
Pier W2 Cap Beam Construction	30
Pier E2 Crossbeam Construction	30
Pier W2 and E2 Pier Construction	20

In the Special Provisions, Section 1.41, "SPHERICAL BUSHING BEARING (PIER E2)," Subsection "WORKING DRAWINGS," the sixth paragraph is revised as follows:

"Complete working drawings and supplement shall be submitted to the Engineer within 80 working days after the contract is awarded. After complete working drawings and supplement are received by the Engineer, the Contractor shall allow the Engineer 25 working days to review a submittal 100 pages or less. If the submittal is greater than 100 pages the review time shall be 30 working days. No fabrication of test specimen and test fixtures of the spherical bushing bearing shall begin until complete working drawings and supplement are reviewed and a preliminary approval is given, in writing, by the Engineer."

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In the Special Provisions, Section 1.42, "FURNISH SPHERICAL BUSHING RING BEARING (HINGE K)," Subsection "WORKING DRAWINGS," the sixth paragraph is revised as follows:

"Complete working drawings and supplement shall be submitted to the Engineer within 80 working days after the contract is awarded. After complete working drawings and supplement are received by the Engineer, the Contractor shall allow the Engineer 25 working days to review a submittal 100 pages or less. If the submittal is greater than 100 pages the review time shall be 30 working days. No fabrication of test specimen and test fixtures of the spherical bushing ring bearing shall begin until complete working drawings and supplement are reviewed and a preliminary approval is given, in writing, by the Engineer."

In the Special Provisions, Section 1.43, "TOWER CROSS BRACING SPHERICAL BUSHING BEARING," Subsection "WORKING DRAWINGS," the sixth paragraph is revised as follows:

"Complete working drawings and supplement shall be submitted to the Engineer within 80 working days after the contract is awarded. After complete working drawings and supplement are received by the Engineer, the Contractor shall allow the Engineer 25 working days to review a submittal 100 pages or less. If the submittal is greater than 100 pages the review time shall be 30 working days. No fabrication of test specimen and test fixtures of the tower cross bracing spherical bushing bearing shall begin until complete working drawings and supplement are reviewed and a preliminary approval is given, in writing, by the Engineer."

In the Special Provisions, Section 1.44, "SHEAR KEY (PIER E2)," Subsection "WORKING DRAWINGS," the sixth paragraph is revised as follows:

"Complete working drawings and supplement shall be submitted to the Engineer within 80 working days after the contract is awarded. After complete working drawings and supplement are received by the Engineer, the Contractor shall allow the Engineer 25 working days to review a submittal 100 pages or less. If the submittal is greater than 100 pages the review time shall be 30 working days. No fabrication of test specimen and test fixtures of the shear key shall begin until complete working drawings and supplement are reviewed and a preliminary approval is given, in writing, by the Engineer."

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," Subsection "WORKING DRAWINGS," the last paragraph is revised as follows:

"The Contractor shall allow the Engineer 30 working days to review the structural steel working drawings if the submittal is 120 pages or less. If the submittal is greater than 120 pages the review time shall be 35 working days."

In the Special Provisions, Section 10-1.51, "STEEL STRUCTURES," Subsection "ERECTION PLAN," Item "A." of the fifth paragraph is revised as follows:

"A. Calculations indicating the stresses imposed on sections of the permanent structure due to attachments, and stresses imposed during erection, including but not limited to the effects of wind speed, local topography, and adjacent structures."

In the Proposal and Contract, the Engineer's Estimate Items 6 and 39 of both Alternatives 1 and 2 are revised as attached.

Addendum No. 2

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To Proposal and Contract book holders:

Replace pages 28, 29, 36, and 37 of the Engineer's Estimate in the Proposal with the attached revised pages 28, 29, 36, and 37 of the Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by UPS overnight mail to Proposal and Contract book holders to ensure that each receives it. A copy of this addendum and the modified wage rates are available for the contractor's use on the Internet Site:

http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY:

REBECCA D. HARNAGEL, Chief
Office of Plans, Specifications & Estimates
Office Engineer

Attachments

2-1.07 SUBMITTALS WITH BID

In addition to the requirements of "Pre-Award Information/Questionnaire" and "Escrow of Bid Documentation," of these special provisions, a complete bid shall include the following:

- A preliminary working drawing submittal schedule as described in "Working Drawing Submittal Schedule" of these special provisions. At a minimum, the drawings shall provide information for items D, E, and G of the referenced section.
- Preliminary drawings illustrating a general description of the tower and superstructure steel erection procedure. At a minimum, the drawings shall provide preliminary information for items C and D in subsection "Erection Plan" in "Steel Structures," of these special provisions.
- Preliminary drawings illustrating a general description and loading of temporary support towers. At a minimum, the drawings shall provide preliminary information for items A, B, D, E, F, and H in subsection "Working Drawings" in "Temporary Towers," of these special provisions.

Drawings shall be submitted on 11x17 paper and text and details shall be legible and suitable for photocopying. Only one set of the entire submittal package is required.

The schedule and shop drawings are subject to the Engineer's review as part of the Department's assessment of responsibility of bidders in conformance with these special provisions. It is understood that the drawings at bid time are preliminary conceptual versions subject to change, however, the drawings shall be as complete and comprehensive as possible to demonstrate a clear plan for construction. Multiple options and plans may be shown. Review of the bid submittals will only be to assess the responsibility of the Contractor, and does not relieve the Contractor from conforming to plans and specifications. The low bidder to whom the project is awarded will be required to resubmit the finalized schedule and drawings as described in "Working Drawing Submittal Schedule", "Steel Structures", and "Temporary Towers" of these special provisions.

The contract provisions in this section shall be considered part of the cost of preparing bids and no separate payment will be made therefor.

2-1.08 SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE UTILIZATION AND REPORTING

Contractors, subcontractors, suppliers and service providers who qualify are requested to apply for certification as a "Small Business" or a "Disabled Veteran Business Enterprise" by submitting an application to the Department of General Services, Office of Small Business and DVBE Certification, 707 3rd Street, West Sacramento, CA 95605 Telephone No. (916) 375-4940 or (800) 559-5529.

Attention is directed to the provisions of the Small Business Procurement and Contract Act, Government Code Section 14835 et seq., and Title 2, California Code of Regulations, Section 1896 et seq. regarding certification as a Small Business, and the provisions of Military and Veterans Code Section 999 et seq. and Title 2, California Code of Regulation, Section 1896.60 et seq. regarding certification as a Disabled Veteran Business Enterprise.

By Executive Orders Nos. D-37-01 and D-43-01 the Governor has declared that the policy of the State is to promote the use and participation of Small Businesses and Disabled Veteran Business Enterprises in the State contracting process. The Executive Orders seek pursuit of an annual 25 percent Small Business participation level, and the statutory 3 percent Disabled Veteran Business Enterprise participation level. Because this project involves Federal funding, the State Small Business preference and the State Disabled Veteran Business Enterprise goal do not apply. However, the Department desires to encourage the highest possible participation of Small Businesses and Disabled Veteran Business Enterprises to achieve the goals as stated in the Executive Orders.

It is requested that the Contractor provide, on a quarterly basis, and within 30 days of contract acceptance, reports summarizing the participation of State certified Small Businesses and Disabled Veteran Business Enterprises used in the performance of this contract. To qualify for payment, it is requested that each report include the contract number, Contractor name, business address, business telephone number, and name of person preparing the report, and that the report list payments to each Small Business or Disabled Veteran Business Enterprise by item number, description of work performed and materials provided, business name, Small Business or Disabled Veteran Business Enterprise certification number, amount of payment, date payment was made, and cumulative payment.

For each report submitted to the Engineer, the Contractor will receive \$2,500. The amount paid for submitting each report shall include full compensation for doing all the work involved in preparing and submitting the report, including accounting, tracking, maintaining, and reporting certified Small Business and Disabled Veteran Business Enterprise use.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

3-1.01A PRE-AWARD QUALIFICATIONS MEETING

Bidders are advised that on **June 12, 2003 at 1:00 p.m. in the third floor conference room 1727 - 30th Street, Sacramento, CA 95816**, the apparent low bidder shall participate in a pre-award qualification review meeting conducted by one or more agents of the Director and the Engineer. Non-attendance to the qualification review meeting by the apparent low bidder shall be just cause for rejection of the bid and forfeiture of the proposal guaranty. At the qualifications review meeting, the low bidder shall be prepared to discuss and answer questions relative to the responses to the "Pre-Award Information/Questionnaire," "Manufacturing and Fabrication Self Qualification Audit" and shop drawings submitted with the bid. Prior to Award, the Director's agent will prepare written findings and recommendations to the Engineer regarding award of the contract to the apparent low bidder based on the bridge construction and steel fabricator information and responses submitted with the bid, and on the information provided at the qualifications review meeting.

The Engineer's determination on the bidder's qualifications for performing bridge construction work, in a manner that is safe for the workers and the public and of the highest possible quality, will be based on the following:

1. Bidder's experience in structural work of this nature
2. Qualifications of on-site supervisory personnel capable of completing the work in a safe and timely manner
3. Safety history of the bidder and its supervisory personnel
4. Conceptual approach to the bridge construction work
5. Availability of equipment capable of performing the work
6. Ability of the steel suppliers to supply material on schedule
7. Sufficient letters of intent to list and use fabricators/steel shops
8. Sufficient schedule for steel delivery and sufficient planned storage space for delivered steel until it can be incorporated into the work
9. Demonstration through completed self-audits that proposed fabricators for the contract items designated can perform and are competent to do the work. It is expected that designated item fabricators will pass the Department's audit
10. Adequate shop facility footprint/space requirements
11. Adequate funding capability

Successful completion of the pre-award qualifications process does not relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in project plans and specifications.

The second and third apparent low bidders shall participate in pre-award qualifications review meetings if requested to do so by the Department. Notification by the Department will be within 7 days after the bid opening, and will be provided at least 48 hours prior to the qualifications review meeting. Non-attendance by the second or third apparent low bidder at any such requested meeting shall be just cause for rejection of bid and forfeiture of the proposal guaranty.

The contract provisions described herein shall be considered part of the cost of preparing bids and no separate payment will be made therefor.

3-1.01B AWARD AND EXECUTION OF CONTRACT

The award of the contract, if it be awarded, will be made within 30 days after the opening of the proposals if the apparent lowest bidder has met the goal for DBE participation. The award of the contract, if it be awarded, will be made within 60 days after the opening of the proposals if the apparent lowest bidder has not met the goal for DBE participation but has claimed good faith efforts to do so. These periods will be subject to extension for such further periods as may be agreed upon in writing between the Department and the bidders concerned. The award, if made, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

All bids will be compared on the basis of the total of all items for each Alternative Bid submitted. The apparent lowest bid will be determined by comparing the lowest responsive bid of all bids for Alternative 1 to the lowest responsive bid of all bids for Alternative 2. If the lowest responsive bid for Alternative 2 is greater than the lowest responsive bid for Alternative 1 by more than 25 percent of the lowest responsive bid for Alternative 1, the provisions of "Buy America Requirements" of these special provisions will not apply, in conformance with 23 CFR 635.410(b)(3), and the apparent successful bidder (low bidder) will be determined from the bids for Alternative 1. If a proposal does not include a complete bid for Alternative 1, the bid for Alternative 2 submitted by that bidder will be used in the determination of bidder order for Alternative 1. If the lowest responsive bid of all bids for Alternative 2 is not greater than the lowest responsive bid of all bids for Alternative 1 by more than 25 percent of the lowest responsive bid for Alternative 1, the provisions of "Buy America Requirements" of these special provisions will apply, and the apparent successful bidder (low bidder) will be determined from the bids for Alternative 2.

If the apparent low bid is determined from Alternative 1, and is later found to be non-responsive, the applicability of "Buy America Requirements" of these special provisions and determination of the low bidder will again be determined by comparing the new lowest responsive bid of all bids for Alternative 1 to the lowest responsive bid of all bids for Alternative 2, in the same manner specified above.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Department so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in "Order of Work," of these special provisions, Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer with a statement from the vendor that the order for the electrical materials required for this contract has been received and accepted by the vendor; and the statement shall be furnished within 15 calendar days after the contract has been approved by the Attorney General, or the attorney appointed and authorized to represent the Department of Transportation. The statement shall give the date that the electrical materials will be shipped. If the Contractor has the necessary materials on hand, the Contractor will not be required to furnish the vendor's statement.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

A working day as defined in said Section 8-1.06 is re-defined for this project. Paragraph 2 through paragraph 5, inclusive, of said Section 8-1.06 shall not apply. Saturdays, Sundays and legal holidays, including days of inclement weather, will be counted as working days.

This work (except work as specified as Designated Portion "1" of the Work and Designated Portion "2" of the Work) shall be diligently prosecuted to completion before the expiration of **1429 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$50,000 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in accordance with the "Progress Schedule" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

INCENTIVES AND DISINCENTIVES

Incentive payments and disincentive deductions shall apply to the Designated Portions of Work in conformance with the following:

A. Incentives and Disincentives for Designated Portion "1" of the Work

The Designated Portion "1" of the work shall be diligently prosecuted to completion before the expiration of 1306 working days. One thousand three hundred and six (1306) working days will be the basis for determining incentive payments and disincentive deductions to complete the Designated Portion "1" of work. For each and every working day less than 1306, the Contractor will receive an incentive payment of \$200,000. For each and every working day in excess of 1306, a disincentive deduction of \$200,000 per working day needed to finish this designated portion of work will be deducted from any monies due to the Contractor under this contract. Should the disincentive apply concurrently with other disincentives or liquidated damages specified elsewhere in these special provisions, the greater of the two will be assessed. The total incentive or disincentive payment will not exceed \$54,000,000.

B. Incentives and Disincentives for Designated Portion "2" of the Work

The Designated Portion "2" of the Work shall be diligently prosecuted to completion before the expiration of 1397 working days. One thousand three hundred and ninety seven (1397) working days shall be the basis for determining incentive payments and disincentive deductions associated with the completion of the Designated Portion "2" of work. For each and every working day less than 1397, the Contractor will receive an incentive payment of \$100,000. For each and every working day in excess of 1397, a disincentive deduction of \$100,000 per working day needed to finish the Designated Portion "2" of the Work will be deducted from any monies due to the Contractor under this contract. Should the disincentive apply concurrently with other disincentives or liquidated damages specified elsewhere in these special provisions, the greater of the two will be assessed. The total incentive or disincentive payment will not exceed \$18,000,000.

Inspection, testing, and review duties performed by the Engineer shall be considered as included in the number of working days for completion of the Designated Portions of Work and no extensions of time will be allowed for such actions in determining incentive payments, disincentive deductions or liquidated damages.

The maximum number of days specified in these special provisions, is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in conformance with the "Progress Schedule (Critical Path)" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.20 AREAS FOR CONTRACTOR'S USE

Attention is directed to the requirements specified in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications, plans and these special provisions. The Contractor's attention is directed to the project plans "Construction Details - Areas for Contractor Use" and Section 10-1.08 "Cooperation" of these special provisions.

The Contractor shall have use of the areas as indicated on the plans and as follows and shall plan his work accordingly:

"Area EF" is available to both Contract 04-0120E4 and this contract until May 15, 2005 and then to this contract after that date. Prior to May 15, 2005, the Contractor shall coordinate any planned work in "Area EF" with the Engineer and Contract 04-0120E4 contractor. Additionally, footings at tower T1 and footing and piers at Pier E2 to be constructed by others under Contract 04-0120E4 will be substantially complete by May 15, 2005 to allow the Contractor to complete the tower and E2 work specified under the contract.

"Area CF" is designated for use by Contract 04-0120C4 and will not be available to the Contractor until June 1, 2004. Additionally, footing and piers at Pier W2 to be constructed by others under Contract 04-0120C4 will be substantially complete by June 1, 2004 to allow the Contractor to complete the W2 work specified under the contract.

"Area FPR" is available to both Contract 04-0120R4 and this contract until March 31, 2005 and then to this contract after that date. Prior to March 31, 2005, the Contractor shall coordinate any planned work in "Area FPR" with the Engineer and Contract 04-0120R4 contractor. After March 31, 2005 "Area FPR" shall be considered a part of "Area FP"

"Area FP" is available for use by Contract 04-0120P4 and this contract commencing August 1, 2004. The Contractor shall coordinate any planned work in "Area FP" with the Engineer and Contract 04-0120P4 contractor. Additionally, once the Designated Portion "1" of the work is complete by the Contractor, the contractor prosecuting Contract 04-0120P4 shall be provided full and unrestricted access to "Area FP" to complete work under that contract.

The western portion of the Skyway constructed by others under Contract 04-012024 will be substantially complete by July 1, 2006, in order to allow the Contractor to complete the Hinge A connection and other work specified under the contract.

The Contractor's access to/from the work area may be limited by closures of the Westbound YBI onramp to I-80 and Southgate Road during the contract period. The Contractor will have access to the work area during these closures via posted detours.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on State property may be arranged with the Engineer, subject to the prior demands of State maintenance forces and to other contract requirements. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk. The State shall not be held liable for damage to or loss of materials or equipment located within these areas.

Toll plaza parking lots shall not be used for the Contractor's employees private vehicles and the Contractor's equipment and vehicles.

The Contractor shall remove the equipment, materials, and rubbish from the work areas and other State-owned property which the Contractor occupies and shall leave the areas in a presentable condition, in conformance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for storage of plant, equipment, and materials, or for other purposes if sufficient area is not available to the Contractor within the contract limits.

5-1.27 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions, and Section 8-4.01, "Audits," of these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

A. Electronic Mobile Daily Diary Computer System Data Delivery	\$20,000
B. Working Drawing Campus	\$5,000,000
C. Accelerated Working Drawings Submittal	\$5,000,000
D. Project Schedule (Critical Path)	\$100,000

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes herein above listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. Prestressing steel in sealed containers
- B. Prestressing ducts and anchorages
- C. Bearings
- D. Joint seal (Type B)
- E. Modular joint seal assembly
- F. Bar reinforcing steel
- G. Bar reinforcing steel (epoxy coated)
- H. Structural steel
- I. Miscellaneous metal
- J. Steel barrier
- K. Railings
- L. Prefabricated parallel wire strand and wire
- M. Suspender ropes
- N. High Strength Prestressing Rod

Plate steel for fabrication of structural steel and fabricated elements for structural steel, fabricated and stored in fenced areas with locked gates or in locked warehouses will be eligible for partial payment if the Contractor furnishes evidence satisfactory to the Engineer that its storage is subject to or under the control of the Department and that it has been designated or fabricated specifically for this project and is of such character that is not adaptable to any other use.

Attention is directed to Section 2-1.05, "Alternative Bids," and Section 3, "Award and Execution of the Contract," of these special provisions. If the contract is awarded based upon a bid pursuant to "Engineer's Estimate, Alternative 1, Foreign Steel and Iron Alternative," the following shall apply: For the purpose of making partial payments for plate steel and fabricated elements for structural steel fabricated and stored outside the United States pursuant to these special provisions and Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount of **\$50,000,000** for each monthly pay estimate shall be deemed to be the maximum value which will be recognized for progress payment purposes. After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable in excess of the maximum value for progress payment purposes herein above, will be included for payment in the first estimate made after acceptance of the contract.

If the contract is awarded based upon a bid pursuant to "Engineer's Estimate, Alternative 1, Foreign Steel and Iron Alternative," the successful bidder shall furnish a bond or first demand bank guarantee to secure the value of potential partial payments for plate steel and fabricated elements for structural steel fabricated and stored outside the United States pursuant to these special provisions and Section 9-1.06, "Partial Payments," of the Standard Specifications." The bond form will be furnished to the successful bidder by the Department. The bond shall be in a sum equal to at least **\$50,000,000**. All alterations, extensions of time, extra and additional work, and other changes authorized by these special provisions or any part of the contract may be made without securing the consent of the surety of the bond.

10-1.16 WORKING DRAWING SUBMITTAL SCHEDULE

The Contractor shall submit the working drawing submittal schedule in accordance with the requirements of these special provisions.

The Contractor's attention is directed to the section "Progress Schedule (Critical Path)" of these special provisions for the definitions of Baseline Schedule and Controlling Operation.

Within 45 days after approval of the contract, the Contractor shall submit to the Engineer for acceptance the working drawing submittal schedule in conjunction with the Baseline Schedule. The working drawing submittal schedule shall include the following:

- A. Name and brief description of all working drawings and supplement including all subsections required by the Standard Specifications and these special provisions.
- B. Reference section of the Standard Specifications or these special provisions for each working drawing submittal.
- C. Allowable time for review of the working drawings by the Engineer as specified in the Standard Specifications and these special provisions.
- D. A time-scaled logic diagram which shows all working drawing submittals, working drawing activities, and demonstrates any interdependency between separate working drawing submittals or partial submittals.
- E. A listing of all working drawing submittals affecting the Controlling/critical path Operation.
- F. Identification of the first occurrence of any Controlling/critical path Operation affected by each working drawing submittal.
- G. A time-scaled diagram showing the estimated number of working drawing submittal sheets to be submitted for the Engineer's review.
- H. In the event that several related working drawing submittals with review times on the controlling/critical path are submitted simultaneously, or an additional working drawing submittal is submitted for review before the review of a previous submittal has been completed, the Contractor shall designate the sequence in which the submittals are to be reviewed.

The Contractor's proposed working drawing submittal schedule shall be in the order of the activities listed in the Baseline Schedule. Working drawing submittal schedules in contradiction with the Baseline Schedule will not be accepted.

Items 'D' through 'H,' above, of the working drawing submittal schedule, shall be updated and submitted to the Engineer on a monthly basis in conjunction with the monthly updates provided for under Progress Schedule (Critical Path). The working drawing submittal schedule updates shall reflect actual durations and proposed revisions in durations, resources, and logic.

If working drawing and supplement submittal for any activity is not accepted by the Engineer, the allowable time for review of the working drawings by the Engineer as specified in the Standard Specifications and these special provisions will be reset after a re-submittal is made and the completeness of the re-submittal is checked by the Engineer. No compensation will be allowed for any costs incurred or for delay in completing the work resulting from rejected working drawing submittal. Pursuant to Item 'H,' above, of the working drawing submittal schedule, should the Contractor submit several related working drawing submittals with review times on the controlling/critical path, or an additional working drawing submittal for review before the review of a previous submittal has been completed, the time to be provided for the review of any submittal in the sequence shall be not less than the review time specified for that submittal, plus 7 calendar days for each submittal of higher priority which is still under review.

Full compensation for preparing and submitting the working drawing submittal schedule including all revisions shall be considered as included in the contract lump sum price paid for Progress Schedule (Critical Path), and no additional compensation will be allowed therefor. The initial working drawing schedule submittal, as specified herein, shall be considered a component of the Baseline Schedule provisions of Progress Schedule (Critical Path), and the monthly working drawing schedule update provisions, as specified herein, shall be considered a component of the provisions of Progress Schedule (Critical Path), and the deduction and retention provisions of Progress Schedule (Critical Path) shall apply.

The following table is a summary of the major structural working drawing submittals and the Engineer's initial review times per submittal. This summary is intended as a planning tool and is not a complete list of all submittals. If the review times in this table conflict with review times specified elsewhere in these special provisions, the review times specified elsewhere shall control. Attention is also directed to "Working Drawings" of these special provisions.

SPECIAL PROVISIONS SECTION	WORKING DRAWING SUBMITTAL	Numbers of Working Days for review
10-1.36	Temporary Tower working drawings and design calculations - each location	30 + 10 days for each additional submittal
10-1.36	Temporary Tower Foundations- Driving System Submittal	15
10-1.37	Prestressing Concrete-complete working drawings and supplement	30
10-1.38	High Strength Prestressing Rod (75mm) - complete working drawings and supplement	15
10-1.39	Cable Tie Down- complete working drawings	25
10-1.40	Mass Concrete –thermal control plan	20
10-1.40	Falsework – Pier W2 Cap Beam Construction	30
10-1.40	Falsework – Pier E2 Crossbeam Construction	30
10-1.40	Falsework – Pier W2 and E2 Pier Construction	20
10-1.41	Spherical Bushing Bearing (Pier E2) - complete working drawings and supplement	25 (30 if greater than 100 pages)
10-1.42	Spherical Bushing Ring Bearing (Hinge K) - complete working drawings and supplement	25 (30 if greater than 100 pages)
10-1.43	Tower Cross Bracing Spherical Bushing Bearing - complete working drawings and supplement	25 (30 if greater than 100 pages)
10-1.44	Shear Key (Pier E2) - complete working drawings and supplement	25 (30 if greater than 100 pages)
10-1.45	Circular Segmented Bearing (Hinge A)) - complete working drawings and supplement	20
10-1.47	Polyester Concrete Overlay (13mm) – public safety plan	10
10-1.48	High Strength Nonshrink Grout) - complete working drawings and supplement	35
10-1.51	Structural steel working drawings	30 (35 if greater than 120 pages)
10-1.51	Structural Steel - erection working drawings	50

SPECIAL PROVISIONS SECTION	WORKING DRAWING SUBMITTAL	Numbers of Working Days for review
10-1.51	Structural Steel – weight control procedure	20
10-1.51	Pipe Beam installation system working drawings and supplemental design calculations	25
10-1.51	Steel casting fabrication and erection procedures	50
10-1.52	Cable System working drawings	20
10-1.53	Tower Suspender working drawings	20
10-1.56	Traveler Scaffolds – complete drawings and all supplemental data	50
10-1.58	Sign structure working drawings	30
10-1.61	Plastic lumber working drawings	20
10-1.62 10-1.63	Painting Quality Work Plan	10

CONTRACT NO. 04-0120F4
REVISED PER ADDENDUM NO. 2 DATED APRIL 2, 2003

ALTERNATIVE 1 FOREIGN STEEL AND IRON ALTERNATIVE
04-0120F4

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	030748	WORKING DRAWING CAMPUS	LS	LUMP SUM	LUMP SUM	
2	030702	ELECTRONIC MOBILE DAILY DIAIRY COMPUTER SYSTEM DATA DELIVERY	LS	LUMP SUM	LUMP SUM	
3	030703	PILE CORROSION MONITORING SYSTEM	LS	LUMP SUM	LUMP SUM	
4	030704	EROSION CONTROL (TYPE B)	M2	1570		
5	070010	PROJECT SCHEDULE (CRITICAL PATH)	LS	LUMP SUM	LUMP SUM	
6	070018	TIME-RELATED OVERHEAD	WDAY	1429		
7	071322	TEMPORARY FENCE (TYPE CL-1.8)	M	205		
8	030705	3.66 M TEMPORARY GATE (TYPE CL-1.8)	EA	1		
9	049281	FURNISH AND REMOVE TEMPORARY TOWER (AE)	LS	LUMP SUM	LUMP SUM	
10	049282	FURNISH AND REMOVE TEMPORARY TOWER (AW)	LS	LUMP SUM	LUMP SUM	
11	049283	FURNISH AND REMOVE TEMPORARY TOWER (BE)	LS	LUMP SUM	LUMP SUM	
12	049284	FURNISH AND REMOVE TEMPORARY TOWER (BW)	LS	LUMP SUM	LUMP SUM	
13	049285	FURNISH AND REMOVE TEMPORARY TOWER (CE)	LS	LUMP SUM	LUMP SUM	
14	049286	FURNISH AND REMOVE TEMPORARY TOWER (CW)	LS	LUMP SUM	LUMP SUM	
15	049287	FURNISH AND REMOVE TEMPORARY TOWER (DE)	LS	LUMP SUM	LUMP SUM	
16	049288	FURNISH AND REMOVE TEMPORARY TOWER (DW)	LS	LUMP SUM	LUMP SUM	
17	049289	FURNISH AND REMOVE TEMPORARY TOWER (E2E)	LS	LUMP SUM	LUMP SUM	
18	049290	FURNISH AND REMOVE TEMPORARY TOWER (E2W)	LS	LUMP SUM	LUMP SUM	
19	049291	FURNISH AND REMOVE TEMPORARY TOWER (FE)	LS	LUMP SUM	LUMP SUM	
20	049292	FURNISH AND REMOVE TEMPORARY TOWER (FW)	LS	LUMP SUM	LUMP SUM	

ALTERNATIVE 1
04-0120F4

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	049293	FURNISH AND REMOVE TEMPORARY TOWER (GE)	LS	LUMP SUM	LUMP SUM	
22	049294	FURNISH AND REMOVE TEMPORARY TOWER (GW)	LS	LUMP SUM	LUMP SUM	
23	049295	FURNISH AND REMOVE TEMPORARY TOWER (HE)	LS	LUMP SUM	LUMP SUM	
24	049296	FURNISH AND REMOVE TEMPORARY TOWER (HW)	LS	LUMP SUM	LUMP SUM	
25	049297	REMOVE SKYWAY TEMPORARY TOWER (AE)	LS	LUMP SUM	LUMP SUM	
26	049298	REMOVE SKYWAY TEMPORARY TOWER (AW)	LS	LUMP SUM	LUMP SUM	
27	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
28	074020	WATER POLLUTION CONTROL	LS	LUMP SUM	LUMP SUM	
29	030706	NON-STORM WATER DISCHARGES	LS	LUMP SUM	LUMP SUM	
30	030707	TURBIDITY CONTROL	LS	LUMP SUM	LUMP SUM	
31	074032	TEMPORARY CONCRETE WASHOUT FACILITY	LS	LUMP SUM	LUMP SUM	
32	074034	TEMPORARY COVER	M2	1350		
33	030708	ACCELERATED WORKING DRAWINGS SUBMITTAL	LS	LUMP SUM	LUMP SUM	
34	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
35	150605	REMOVE FENCE	M	90		
36	150620	REMOVE GATE	EA	2		
37	030709	RECONSTRUCT CHAIN LINK FENCE (TYPE CL-2.4, BLACK VINYL-CLAD) WITH BARBED WIRE EXTENSION ARMS	M	150		
38	030710	RECONSTRUCT 3.66 M CHAIN LINK GATE (TYPE CL-2.4, BLACK VINYL-CLAD) WITH BARBED WIRE EXTENSION ARMS	EA	2		
39	203061	STABILIZING EMULSION	KG	35		
40	203014	FIBER (EROSION CONTROL)	KG	155		

ALTERNATIVE 2 DOMESTIC STEEL AND IRON ALTERNATIVE
04-0120F4

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	030748	WORKING DRAWING CAMPUS	LS	LUMP SUM	LUMP SUM	
2	030702	ELECTRONIC MOBILE DAILY DIAIRY COMPUTER SYSTEM DATA DELIVERY	LS	LUMP SUM	LUMP SUM	
3	030703	PILE CORROSION MONITORING SYSTEM	LS	LUMP SUM	LUMP SUM	
4	030704	EROSION CONTROL (TYPE B)	M2	1570		
5	070010	PROJECT SCHEDULE (CRITICAL PATH)	LS	LUMP SUM	LUMP SUM	
6	070018	TIME-RELATED OVERHEAD	WDAY	1429		
7	071322	TEMPORARY FENCE (TYPE CL-1.8)	M	205		
8	030705	3.66 M TEMPORARY GATE (TYPE CL-1.8)	EA	1		
9	049281	FURNISH AND REMOVE TEMPORARY TOWER (AE)	LS	LUMP SUM	LUMP SUM	
10	049282	FURNISH AND REMOVE TEMPORARY TOWER (AW)	LS	LUMP SUM	LUMP SUM	
11	049283	FURNISH AND REMOVE TEMPORARY TOWER (BE)	LS	LUMP SUM	LUMP SUM	
12	049284	FURNISH AND REMOVE TEMPORARY TOWER (BW)	LS	LUMP SUM	LUMP SUM	
13	049285	FURNISH AND REMOVE TEMPORARY TOWER (CE)	LS	LUMP SUM	LUMP SUM	
14	049286	FURNISH AND REMOVE TEMPORARY TOWER (CW)	LS	LUMP SUM	LUMP SUM	
15	049287	FURNISH AND REMOVE TEMPORARY TOWER (DE)	LS	LUMP SUM	LUMP SUM	
16	049288	FURNISH AND REMOVE TEMPORARY TOWER (DW)	LS	LUMP SUM	LUMP SUM	
17	049289	FURNISH AND REMOVE TEMPORARY TOWER (E2E)	LS	LUMP SUM	LUMP SUM	
18	049290	FURNISH AND REMOVE TEMPORARY TOWER (E2W)	LS	LUMP SUM	LUMP SUM	
19	049291	FURNISH AND REMOVE TEMPORARY TOWER (FE)	LS	LUMP SUM	LUMP SUM	
20	049292	FURNISH AND REMOVE TEMPORARY TOWER (FW)	LS	LUMP SUM	LUMP SUM	

ALTERNATIVE 2
04-0120F4

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	049293	FURNISH AND REMOVE TEMPORARY TOWER (GE)	LS	LUMP SUM	LUMP SUM	
22	049294	FURNISH AND REMOVE TEMPORARY TOWER (GW)	LS	LUMP SUM	LUMP SUM	
23	049295	FURNISH AND REMOVE TEMPORARY TOWER (HE)	LS	LUMP SUM	LUMP SUM	
24	049296	FURNISH AND REMOVE TEMPORARY TOWER (HW)	LS	LUMP SUM	LUMP SUM	
25	049297	REMOVE SKYWAY TEMPORARY TOWER (AE)	LS	LUMP SUM	LUMP SUM	
26	049298	REMOVE SKYWAY TEMPORARY TOWER (AW)	LS	LUMP SUM	LUMP SUM	
27	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
28	074020	WATER POLLUTION CONTROL	LS	LUMP SUM	LUMP SUM	
29	030706	NON-STORM WATER DISCHARGES	LS	LUMP SUM	LUMP SUM	
30	030707	TURBIDITY CONTROL	LS	LUMP SUM	LUMP SUM	
31	074032	TEMPORARY CONCRETE WASHOUT FACILITY	LS	LUMP SUM	LUMP SUM	
32	074034	TEMPORARY COVER	M2	1350		
33	030708	ACCELERATED WORKING DRAWINGS SUBMITTAL	LS	LUMP SUM	LUMP SUM	
34	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
35	150605	REMOVE FENCE	M	90		
36	150620	REMOVE GATE	EA	2		
37	030709	RECONSTRUCT CHAIN LINK FENCE (TYPE CL-2.4, BLACK VINYL-CLAD) WITH BARBED WIRE EXTENSION ARMS	M	150		
38	030710	RECONSTRUCT 3.66 M CHAIN LINK GATE (TYPE CL-2.4, BLACK VINYL-CLAD) WITH BARBED WIRE EXTENSION ARMS	EA	2		
39	203061	STABILIZING EMULSION	KG	35		
40	203014	FIBER (EROSION CONTROL)	KG	155		